

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
ALF RENTAL COMPANY, INC.,

Plaintiff,

Docket No.: 07 CV 3148 (LAK)

-against-

**DECLARATION IN REPLY**

BUILDERS RESOURCE, INC., D'ONOFRIO GENERAL  
CONTRACTORS CORP., CONSOLIDATED EDISON  
OF NEW YORK, INC., TERRA DINAMICA, LLC,  
CORESLAB STRUCTURES, and NICOLSON  
CONSTRUCTION CO.,

Defendants.

-----X  
BUILDERS RESOURCE, INC.,

Third-Party Plaintiff,

-against-

BAY CRANE SERVICE INC.,

Third-Party Defendant.

-----X

**STEPHEN H. MARCUS**, an attorney duly admitted to practice before the Courts of the  
State and this District Court, declares under penalty of perjury as follows:

1. I am of counsel to Lambert & Weiss, attorneys for the defendant Builders  
Resource, Inc. ("BRI") and third-party defendant Steven Allard ("Allard").

2. I make and submit this declaration in reply to the opposing papers of defendant  
Coreslab Structures (Conn.) Inc.'s ("CSCI") submitted in response to BRI and Allard's motions  
to dismiss CSCI's cross-claims against BRI and its third-party complaint against Allard.

**BRI's Action Predates CSCI's Cross-  
Claims by about Three and a Half Months**

3. CSCI suggests that BRI's Massachusetts Action predates CSCI's cross-claims by  
mere days. BRI's Massachusetts Action was commenced on March 13, 2007. (Exhibit "A").

CSCI, however, did not file its cross-claims against BRI and its third-party complaint against Allard until June 28, 2007 (Exhibit "B"), three and a half months later. The Massachusetts Action is clearly the first pending action between these parties. The Massachusetts Action arises from a one-page proposal dated May 10, 2006, by which BRI agreed to perform certain work for CSCI. (Exhibit "C"). BRI alleges in its complaint that CSCI owes it \$2,274,264.75. (Exhibit "D"). Neither BRI nor CSCI maintains offices in New York. BRI's work at Mott Haven was completed nearly a year ago. The major witnesses to BRI's work are in Connecticut and Rhode Island. As the first filing plaintiff, BRI is entitled to have its choice of forum respected, particularly since neither CSCI nor BRI has offices in this state.

4. Moreover, CSCI's cross-claims are grafted onto ALF's action for payment for the alleged rental of timber crane mats. ALF's action appears to be fatally defective and may ultimately be quickly disposed of by summary judgment. ALF claims that it had a written contract with BRI. (Exhibit "E"). The copy of the alleged "agreement" is attached to ALF's complaint, however, is not signed by BRI. In contrast, BRI's agreement with third-party defendant Bay Crane, signed by BRI and Bay Crane, indicates that crane mats would be provided to BRI by Bay Crane. (Exhibit "F").

5. The BRI-Bay Crane agreement is authenticated by the accompanying affidavit of Martin Cardon, general manager of BRI.

6. In addition, ALF's mechanic's lien claim appears to be without merit, since ALF may not have been entitled to file a notice of lien. Under the BRI-Bay Crane agreement, BRI, not Bay Crane, furnished the operating crews for the cranes provided by Bay Crane. Bay Crane was thus, at most, an equipment supplier, the equivalent in New York to a "materialman." N.Y. Lien Law § 2, subd. 12. ALF, which did not supply any crane mats to BRI, but which may have supplied them to Bay Crane, would thus be a "remote materialman", and, if so, not entitled to file a notice of mechanic's lien. N.Y. Lien Law §§ 2, subd. 12, 3.

7. Thus, CSCI seeks to litigate claims, more properly raised as counterclaims in BRI's Massachusetts Action, as an appendage to what could turn out to be a wholly meritless and short-lived action by ALF. Particularly, under these circumstances, this Court should have no hesitation in dismissing CSCI's cross-claims and third-party claim in deference to the prior Massachusetts Action, or transferring them to the District Court in Massachusetts.

8. Moreover, defendant Terra Dinamica's claims, as reflected in its notice of mechanic's lien, is solely against the general contractor D'Onofrio. (Ex. "G"). Terra Dinamica makes no claim that it provided any service to CSCI or BRI. Terra's claim is clearly unrelated, in any direct way to BRI and CSCI, and their controversy.

**There is No New York Nexus to CSCI's  
Cross-claims Against BRI and Allard**

9. As shown by CSCI's own records on this motion (Ex. D to the affidavit of Leon Grant) the so-called fraudulent documents executed by Allard for BRI were either executed in Connecticut or in Massachusetts. (Exhibit "H"). None were executed in New York. As established by its own records, CSCI is a Connecticut corporation with its offices in Thomaston, Connecticut. As shown by BRI and Allard's accompanying memorandum of law, the jurisdiction of this Court should not be invoked since both the alleged tort and its alleged effect took place outside of this State.

10. By reason of the foregoing, CSCI's cross-claims against BRI, and its third-party complaint against Allard should be dismissed, or transferred to the District Court in Massachusetts.

Dated: New York, New York  
September 11, 2007

  
STEPHEN H. MARCUS (SHM 2370)

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
ALF RENTAL COMPANY, INC.,

Plaintiff,

Docket No.: 07 CV 3148 (LAK)

-against-

**AFFIDAVIT**

BUILDERS RESOURCE, INC., D'ONOFRIO GENERAL  
CONTRACTORS CORP., CONSOLIDATED EDISON  
OF NEW YORK, INC., TERRA DINAMICA, LLC,  
CORESLAB STRUCTURES, and NICOLSON  
CONSTRUCTION CO.,

Defendants.

-----X  
BUILDERS RESOURCE, INC.,

Third-Party Plaintiff,

-against-

BAY CRANE SERVICE INC.,

Third-Party Defendant.

-----X  
STATE OF RHODE ISLAND        )  
  ) SS.:  
COUNTY OF PROVIDENCE        )

**MARTIN CARDON**, being duly sworn, deposes and says:

1. I am the General Manager of defendant Builders Resource, Inc. ("BRI"). Plaintiff ALF did not have an agreement with BRI to supply timber crane mats to BRI for the Mott Haven project. The alleged copy of ALF's contract attached to its complaint was never signed by BRI. (Exhibit "E").

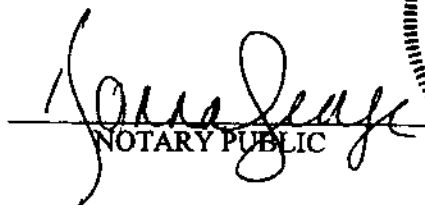
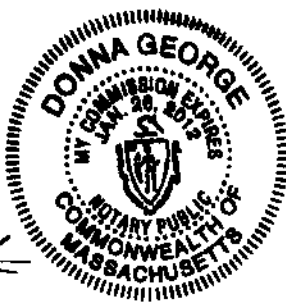
2. Attached hereto as Exhibit "F" is BRI's agreement with third-party defendant Bay Crane Service, Inc. ("Bay Crane"). Under that agreement, signed by both Bay Crane and

BRI, Bay Crane was to furnish and transport the timber crane mats to the job site, in addition to providing cranes. The mat rental rates stated in the agreement are for each day's rent of mats varying in size from 4 feet wide to 24 feet to 30 feet long. Bay Crane supplied the timber crane mats to BRI; ALF did not.



MARTIN CARDON

Sworn to before me this  
10<sup>th</sup> day of September, 2007

  
NOTARY PUBLIC

**Exhibit "A"**

**United States District Court  
District of Massachusetts (Worcester)  
CIVIL DOCKET FOR CASE #: 4:07-cv-40057-FDS**

Builders Resource, Inc. v. Coreslab Structures Conn, Inc.  
Assigned to: Judge F. Dennis Saylor, IV  
Cause: 28:1332 Diversity-Breach of Contract

Date Filed: 03/13/2007  
Jury Demand: None  
Nature of Suit: 190 Contract: Other  
Jurisdiction: Diversity

**Plaintiff**

**Builders Resource, Inc.**

represented by **Robert N. Meltzer**  
Attorney at Law  
P.O. Box 1459  
Frammingham, MA 01701  
508-872-7116  
Fax: 508-647-0332  
Email: robmeltzer@aol.com  
**LEAD ATTORNEY**  
**ATTORNEY TO BE NOTICED**

V.

**Defendant**

**Coreslab Structures Conn, Inc.**

represented by **Edward J. Frisch**  
Lindabury, McCormick, Estabrook & Cooper  
53 Cardinal Drive  
P.O. Box 2369  
Westfield, NJ 07091-2369  
908-233-6800  
**LEAD ATTORNEY**  
**ATTORNEY TO BE NOTICED**

**Craig F. Anderson**  
Quinlan & Sadowski, PC  
11 Vanderbilt Avenue  
Suite 250  
Norwood, MA 02062  
781-440-9909  
Fax: 781-440-9979  
Email: canderson@qsatlaw.com  
**ATTORNEY TO BE NOTICED**

**David T. Keenan**  
Quinlan & Sadowski, P.C.  
11 Vanderbilt Avenue  
Suite 250  
Norwood, MA 02062-5056  
781-440-9909  
Fax: 781-440-9979  
Email: dkeenana@qsatlaw.com  
**ATTORNEY TO BE NOTICED**

Date Filed	#	Docket Text
------------	---	-------------

**Exhibit "B"**



**Stephanie**

---

**From:** NYSD\_ECF\_Pool@nysd.uscourts.gov  
**Sent:** Thursday, June 28, 2007 8:48 PM  
**To:** deadmail@nysd.uscourts.gov  
**Subject:** Activity in Case 1:07-cv-03148-KMK ALF Rental Company, Inc. v. Builders Resource, Inc. et al  
Answer to Complaint

**This is an automatic e-mail message generated by the CM/ECF system. Please DO NOT RESPOND to this e-mail because the mail box is unattended.**

**\*\*\*NOTE TO PUBLIC ACCESS USERS\*\*\* You may view the filed documents once without charge. To avoid later charges, download a copy of each document during this first viewing.**

**U.S. District Court**

**United States District Court for the Southern District of New York**

**Notice of Electronic Filing**

The following transaction was entered by Yaffe, Scott on 6/28/2007 at 8:47 PM EDT and filed on 6/28/2007

**Case Name:** ALF Rental Company, Inc. v. Builders Resource, Inc. et al  
**Case Number:** 1:07-cv-3148  
**Filer:** Coreslab Structures  
**Document Number:** 20

**Docket Text:**

ANSWER to Complaint with JURY DEMAND., THIRD PARTY COMPLAINT against Steve Allard., CROSSCLAIM against all defendants., COUNTERCLAIM against all plaintiffs. Document filed by Coreslab Structures.(Yaffe, Scott)

**1:07-cv-3148 Notice has been electronically mailed to:**

Richard Lewis Herzfeld rherzfeld@aol.com

Scott A Levinson levinsons@coned.com

Stephen H. Marcus Stephen\_Marcus@lambertweiss.com

Stephen H. Marcus stephen\_marcus@lambertweiss.com

Scott Mark Yaffe smyaffe@comcast.net

**1:07-cv-3148 Notice has been delivered by other means to:**

The following document(s) are associated with this transaction:

**Document description:**Main Document

6/29/2007

**Exhibit "C"**

COPY

**CORESLAB  
STRUCTURES**  
(CONN) INC.

P.O. Box 279, Thomaston, CT 06787-0279  
1023 Weberbury Road, Thomaston, CT 06787-2028  
Ph. (860) 283-8281 Fax (860) 283-0165

## Purchase Order

Issued To: Builders Resource Inc

P.O. No.: 0717

101 Nassonville Rd

Hartford, RI 02830

Order Date: 10-May-06

Terms:

Ship To: Mott Haven Substation

415 Bruckner Blvd.

Bronx, NY 10454

Your Quotation: Confirmed

To:

F.O.B.

### PLEASE ENTER OUR ORDER FOR THESE ITEMS SUBJECT TO THESE CONDITIONS

1. Show our order number on all related invoices, correspondence, bill of lading and packages.
2. Acknowledge our order promptly, including a statement of your ability to ship all items to meet specified delivery dates.
3. Send invoices in duplicate to above address unless otherwise instructed in writing.

4. No packing charges allowed without written approval.

5. Acceptance of all items subject to our inspection notwithstanding prior payment to obtain cash discount.

6. Items rejected due to inferior quality will be returned to you; all transportation expense both ways for your account and are not to be replaced except upon written instructions.

Item No.	Quantity Ordered	Quantity Received	Units	Items Description and/or Stock Number	Price		
					Unit	Per	Extended
1	1			345lcr=659 pcs Admin=262 pcs 13lcr=183 pcs Total=1104 pcs of Precast Erected and attached to the Mott-Haven Substation bldg per erection dwgs and PC standards. Completion July 31, 2006 As per attach contract & Quotation	ea	\$3,478,000.00	\$3,478,000.00
Items No.	Accounting Code	Detail No.	Requested By	Approved By:	Ship/Hdl Taxes		
					Total Price: \$3,478,000.00		
Coreslab Structures (Conn)					By:		
Authorized Agent					By: <i>mt J. Ch</i>		
Builders Resource Inc.							

**CORESLAB  
STRUCTURES**  
(CONN) INC.

P.O. Box 279, Thomaston, CT 06787-0279  
1923 Waterbury Road, Thomaston, CT 06787-2028  
(800) 283-8281

### CHANGE ORDER:

Attn: Steve Allard  
Builders Resource Inc  
101 Nassonville Rd  
Hamdenville, RI 02830

Re: Mott Haven Substation  
415 Bruckner Blvd  
Grove, NY 10458

INVOICE NO.	CHGT. NO.	CUSTOMER NAME	JOB NO.	ENTITY NO.	TERMS
10410005		BRI	#0111	#0111	
CHGT. ORDER NO.	10410005	MA			

CO-081BRI This C.O. is for X-01 through X-38 and X40, with X-08, 14, 21, 26, 25, 33 & 36, withdrawn  
Note C.O. X-01 through X-06 has been previously paid in July  
C.O. X-07 through X-16 has been previously paid in August  
C.O. X-17 through X-20 has been previously paid in September

X1 - 38 & 40(exclude 8, 14, 21, 23, 25, 33, 36, \$1,465,099.46  
Subtotal \$1,465,099.46  
In - 3 - Included  
Total \$1,465,099.46 - \$1,465,099.00

Please have an Authorized Company representative sign and return for billing  
Please expedite Change-Order work can not be performed until written consent is received.

### REVISED CONTRACT AGREEMENT

The Subcontract Sum prior to this Change Order: \$ 3,478,000.00  
The Subcontract Sum will be increased by this change order: \$1,465,099.00  
The new Subcontract Sum including this Change Order will be \$ 4,943,099.00

The work and terms of payment covered by this order shall be performed under the same Terms and Conditions as that included in the Original Contract

IN WITNESS WHEREOF the said parties have caused this agreement to be executed as of the day and year signed below

DONOFRIO GENERAL CONTRACTORS  
CONTRACTOR

CORESLAB STRUCTURES (CONN) INC  
SUBCONTRACTOR

BY Steve M. Allard  
DATE 10/2/06

BY Leon Grant V.P./General Manager  
DATE 10/11/06

03/12/2007 04:13 588-876-2001

BRI PROJECT MANAGEMENT

PAGE 02/83

5:03 PM

03/12/07

**Builders Resource, Inc.**  
**Open Invoices**  
 As of March 12, 2007

Type	Date	Num	Due Date	Aging	Open Balance
<b>Corelab</b>					
<b>Mott Haven Contract</b>					
<b>Mott Haven Retainage</b>					
Invoice	4/25/2006	retainage	4/25/2006	321	35,617.04
Invoice	5/15/2006	retainage	5/15/2006	301	29,141.22
Invoice	6/15/2006	retainage	6/15/2006	270	85,181.87
Invoice	7/16/2006	retainage	7/16/2006	239	64,843.09
Invoice	8/15/2006	retainage	8/15/2006	209	105,731.44
Invoice	9/15/2006	retainage	9/15/2006	178	14,114.10
Invoice	10/10/2006	retainage	10/10/2006	153	3,191.25
<b>Total Mott Haven Retainage</b>					<b>347,800.01</b>
<b>Mott Haven Extras</b>					
Invoice	3/9/2007	MH-X45	3/9/2007	4	37,425.04
Invoice	3/9/2007	MH-X47	3/9/2007	3	13,390.18
<b>Total Mott Haven Extras</b>					<b>50,815.22</b>
<b>Mott Haven Contract - Other</b>					
Invoice	8/15/2006	MH-08-CO...	8/15/2006	209	97,496.33
Invoice	8/15/2006	MH-11-CO-7	8/15/2006	209	97,500.00
Invoice	8/15/2006	MH-13-CO...	8/15/2006	209	8,859.70
Invoice	8/15/2006	MH-14-CO...	8/15/2006	209	6,543.75
Invoice	8/15/2006	MH-15-CO...	8/15/2006	209	8,583.65
Invoice	8/15/2006	MH-16-CO...	8/15/2006	209	5,810.46
Invoice	8/15/2006	MH-17-CO...	8/15/2006	209	40,080.97
Invoice	8/15/2006	MH-18-CO...	8/15/2006	209	11,434.85
Invoice	8/15/2006	MH-20-CO...	8/15/2006	209	19,430.63
Invoice	8/15/2006	MH-23-CO...	8/15/2006	209	4,313.66
Invoice	8/15/2006	MH-24-CO...	8/15/2006	209	5,544.72
Invoice	8/15/2006	MH-26-CO...	8/15/2006	209	31,962.73
Invoice	8/15/2006	MH-10-CO...	8/15/2006	209	110,030.90
Invoice	8/15/2006	MH-12-CO...	8/15/2006	209	175,969.50
Invoice	8/15/2006	MH-22-CO...	8/15/2006	209	205,889.85
Invoice	8/15/2006	MH-25-CO...	8/15/2006	209	437,500.00
Invoice	8/15/2006	MH-27-CO...	8/15/2006	209	225,000.00
Invoice	9/15/2006	MH-21	9/15/2006	178	127,028.86
Invoice	10/10/2006	MH-28	10/10/2006	153	28,721.25
Invoice	10/15/2006	MH-28-CO...	10/15/2006	148	5,071.00
Invoice	10/15/2006	MH-30-CO...	10/15/2006	148	51,906.38
Invoice	3/12/2007	FC 15	3/12/2007		171,223.45
<b>Total Mott Haven Contract - Other</b>					<b>1,875,648.62</b>
<b>Total Mott Haven Contract</b>					<b>2,274,264.75</b>
<b>Total Corelab</b>					<b>2,274,264.75</b>
<b>TOTAL</b>					<b>2,274,264.75</b>

83/12/2007 04:13 588-876-2881

BRI PROJECT MANAGEMENT

PAGE 03/03

Builders Resource, Inc.

770 Douglas Turnpike  
Harrisville, RI 02830-1609**Finance Charge**

Date	Invoice #
3/12/2007	PC 16

BRI To
Coreslab, Inc. 1023 Waterbury Road Thomaston, CT 06787

Description		Terms
Amount		
Finance Charges on Overdue Balance		171,223.49
Invoice #MH-08-CO-04 for 97,496.33 on 08/15/2006		
Invoice #MH-11-CO-7 for 97,500.00 on 08/15/2006		
Invoice #MH-13-CO-09 for 8,659.70 on 08/15/2006		
Invoice #MH-14-CO-10 for 6,543.75 on 08/15/2006		
Invoice #MH-15-CO-11 for 8,563.65 on 08/15/2006		
Invoice #MH-16-CO-12 for 5,810.46 on 08/15/2006		
Invoice #MH-17-CO-13 for 40,060.97 on 08/15/2006		
Invoice #MH-18-CO-14 for 11,434.65 on 08/15/2006		
Invoice #MH-20-CO-16 for 19,439.65 on 08/15/2006		
Invoice #MH-23-CO-18 for 4,313.68 on 08/15/2006		
Invoice #MH-24-CO-19 for 5,544.72 on 08/15/2006		
Invoice #MH-26-CO-21 for 31,962.73 on 08/15/2006		
Invoice #MH-10-CO-06 for 110,030.90 on 08/15/2006		
Invoice #MH-12-CO-08 for 175,969.50 on 08/15/2006		
Invoice #MH-22-CO-17 for 205,869.85 on 08/15/2006		
Invoice #MH-25-CO-20 for 437,500.00 on 08/15/2006		
Invoice #MH-27-CO-22 for 225,000.00 on 08/15/2006		
Invoice #MH-21 for 127,026.88 on 09/15/2006		
Invoice #MH-28 for 28,721.25 on 10/10/2006		
Invoice #MH-29-CO-23 for 5,071.00 on 10/15/2006		
Invoice #MH-30-CO-24 for 51,906.36 on 10/15/2006		
<b>Total</b>		<b>\$171,223.49</b>
<b>Payments/Credits</b>		<b>\$0.00</b>
<b>Balance Due</b>		<b>\$171,223.49</b>

**Exhibit "D"**

Robert N. Meltzer  
Attorney At Law

P.O. Box 1439  
Framingham, MA 01701  
508.872.7116  
rob.meltzer@aol.com

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS  
CENTRAL DIVISION

405438  
350.00  
AMOUNT \$  
SUMMONS ISSUED ☒  
LOCAL RULE 4.1 ☒  
WAIVER FORM ☒  
MCF ISSUED ☒  
BY DPTY. CLK. S. J. [signature]  
DATE 3-13-07

BUILDERS RESOURCE, INC.

Plaintiff

v.

CORESLAB STRUCTURES  
CONN, INC.

Defendant

Civil Action No.

07-40057FQS

VERIFIED COMPLAINT BASED UPON DIVERSITY OF CITIZENSHIP

This is an action brought by Builders Resource, Inc., a citizen of Massachusetts, against Coreslab Structures (Conn), Inc., for funds due and owing under a construction contract.

1. Plaintiff, Builder Resource, Inc. ("the Plaintiff") is a business entity with a place of business at 180 Main Street in Blackstone, Worcester County, in the Commonwealth of Massachusetts.
2. Defendant, Coreslab Structures (Conn), Inc. ("the Defendant") is a business entity with a place of business at 1023 Waterbury Road, Thomaston, in the state of Connecticut
3. There is complete diversity between the parties, and damages exceed the statutory minimum.
4. This suit is brought in the venue of the residence of the Plaintiff.
5. Personal jurisdiction is had over the Defendant, as the Defendant conducts in construction business nationally, and presently is engaged in construction of the same type and nature within the Commonwealth of Massachusetts, including a project at Children's Hospital in Boston, in the Commonwealth of Massachusetts.



Robert N. Meltzer  
Attorney At Law

P.O. Box 1459  
Framingham, MA 01701  
508.872.7116  
robmeltzer@aol.com

6. This forum is as convenient as any other, as no particular forum contains all parties, documents or witnesses in this case.
7. The Plaintiff and the Defendant entered into a contract on May 10, 2006, for certain construction work at the Mott Haven Substation in the Bronx, in the state of New York. ("the Project").
8. The Plaintiff performed its work for the Defendant in the form of contract work, as well as extras to the contract. The total contract price, including all additions to the contract, total \$4,943,099.
9. Notwithstanding the Plaintiff's performance, the Defendant has not paid the Plaintiff for the Plaintiff's work.
10. The Plaintiff is owed \$2,274,264.75.

#### COUNT I

#### BREACH OF CONTRACT

11. The Plaintiff restates paragraphs 1-10 and incorporates them herein by reference.
12. The Defendant's failure to pay the Plaintiff constitutes a breach of the contract between the Plaintiff and the Defendant.
13. As a result of the Defendant's breach, the Plaintiff has sustained the loss of its expectancy under the contract, and has sustained incidental and consequential damages foreseeable at the time of formation of the contract.

#### COUNT II

#### ACCOUNT STATED

14. The Plaintiff restates paragraphs 1-13 and incorporates them herein by reference.

Robert N. Meltzer  
Attorney At Law

P.O. Box 1459  
Framingham, MA 01701  
508.872.7116  
rnmeltzer@aol.com

15. The Defendant received the invoice of account stated herein without objection and otherwise promised to pay all obligations.
16. The Defendant has not paid The Plaintiff on its account.
17. The Defendant owes the Plaintiff on account stated.

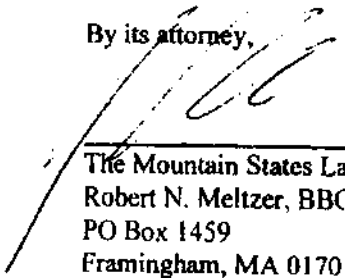
WHEREFORE, The Plaintiff respectfully prays that this Honorable Court:

1. Enter judgment for the Plaintiff and against the Defendant on all counts;
2. That this court award the Plaintiff its expectancy damages pursuant to Count I together with interest;
3. That this court award the Plaintiff damages in its itemized account stated invoice in Count II together with any interest; and
4. Any further relief deemed just and appropriate by this Honorable Court.

**THE PLAINTIFF DEMANDS A TRIAL BY JURY ON ALL COUNTS**

Respectfully Submitted,  
The Plaintiff

By its attorney,

  
The Mountain States Law Group  
Robert N. Meltzer, BBO #564745  
PO Box 1459  
Framingham, MA 01701  
Phone: (508) 872-7116

Dated: March 6, 2007

MAR-06-2007 12:52

P. 09/09

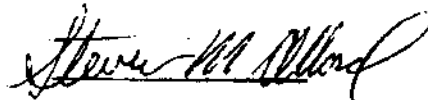
Robert N. Meltzer  
Attorney At Law

P.O. Box 1436  
Framingham, MA 01701  
508.872.7118  
robmeltzer@aol.com

**VERIFICATION**

I do hereby certify that I have reviewed the attached document, and that the facts contained herein stating the funds owed and the facts alleged are true to the best of my knowledge and belief, and represent a true and accurate accounting of the funds due and owing to Builder Resource, Inc.

Signed under the pains and penalties of perjury this 6th day of March, 2007



COPY

**CORESLAB  
STRUCTURES**  
(CONN) INC.

P.O. Box 279, Thomaston, CT 06787-0279  
1023 Waterbury Road, Thomaston, CT 06787-2026  
Ph. (860) 283-8281 Fax (860) 283-0165

### Purchase Order

Issued To: Builders Resource Inc.

101 Nasonville Rd

Hartsville, RI 02830

P.O. No.: 0717

Order Date: 10-May-08

Terms:

Ship To: Mott Haven Substation

415 Bruckner Blvd.

Bronx, NY 10454

Your Quotation: Confirmed

To:

F.O.B.

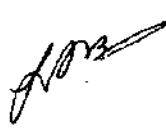
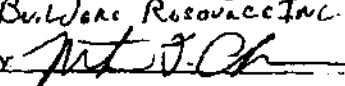
**PLEASE ENTER OUR ORDER FOR THESE ITEMS SUBJECT TO THESE CONDITIONS**

1. Show our order number on all related invoices. Correspondence, bill or rating and packages.
2. Acknowledge our order promptly, including a statement of your ability to ship all items to meet specified delivery dates.
3. Send invoices in duplicate to above address unless otherwise instructed in writing.

4. No packing charges allowed without written approval.

5. Acceptance of all items subject to our inspection notwithstanding prior payment to obtain cash discount.

6. Items rejected due to inferior quality will be returned to you; all transportation expense both ways for your account and are not to be replaced except upon written instructions.

Item No.	Quantity Ordered	Quantity Received	Unit	Items Description and/or Stock Number	Price		
					Unit	Per	Extended
1	1			345kw=659 pcs Admin=262 pcs 1.7kw=183 pcs Total=1104 pcs of Precast Erected and attached to the Mott-Haven Substation bldg per erection dwgs and PC standards. Completion July 31, 2006 As per attach contract & Quotation	ea	\$3,478,000.00	\$3,478,000.00
Items No.	Accounting Code	Detail No.	Requested By	Approved By:	Ship/Hold Taxes		
					Total Price		
					\$3,478,000.00		
			Stephen A. Prigitano JR		Coreslab Structures (Conn)		
					By:		
					Authorized Agent		
					Builders Resource Inc.		
					By: 		

**CORES LAB  
STRUCTURES**  
(CONN) INC.

P.O. Box 279, Thomaston, CT 06787-0279  
1923 Waterbury Road, Thomaston, CT 06787-2029  
(800) 283-6281

### CHANGE ORDER

Attn: Steve Altano  
Builders Resource Inc.  
101 Nesomville Rd  
Hamdenville, RI 02830

Re: Mott Haven Substation  
415 Bruckner Blvd  
Bronx, NY 10459

ORDER NO.	INVOICE NO.	CUST. NO.	CUSTOMER NAME	JOB NO.	ENTR. NO.	TERMS
10/1/06			BR	00111	#011,001BR	
CHG. ORDER NO.		F.O.B. John	MA			
		MA				

CO-001BR This C.O. is for X-01 through X-38 and X-40, with X-08, 14, 21, 28, 29, 33 & 36, withdrawn.  
Note: C.O. X-01 through X-06 has been previously paid in July.  
C.O. X-07 through X-16 has been previously paid in August.  
C.O. X-17 through X-20 has been previously paid in September.

X1 - 38 & 40 (exclude 8, 14, 21, 23, 25, 33, 36) \$1,465,099.46  
Subtotal \$1,465,099.46  
OH & P Included  
Total \$1,465,099.46 ~\$1,465,099.00

Please have an Authorized Company representative sign and return for billing.  
Please expedite Change-Order work can not be performed until written consent is received.

#### REVISED CONTRACT AGREEMENT

The Subcontract Sum prior to this Change Order: \$ 3,478,000.00  
The Subcontract Sum will be increased by this change order: \$1,465,099.00  
The new Subcontract Sum including this Change Order will be \$ 4,943,099.00

The work and terms of payment covered by this order shall be performed under the same Terms and Conditions as that included in the Original Contract.

IN WITNESS WHEREOF the said parties have caused this agreement to be executed as of the day and year signed below.

DONOFRIO GENERAL CONTRACTORS  
CONTRACTOR

CORES LAB STRUCTURES (CONN) INC  
SUBCONTRACTOR

BY Steve M. Altano  
DATE 10/12/06

BY Leon Grant V.P./General Manager  
DATE 10/11/06

03/12/2007 04:13 588-876-2001

BRI PROJECT MANAGENT

PAGE 82/83

5:03 PM

03/12/07

## Builders Resource, Inc.

## Open Invoices

As of March 12, 2007

Type	Date	Num	Due Date	Aging	Open Balance
<b>Coreelab</b>					
<b>Mott Haven Contract</b>					
<b>Mott Haven Retainage</b>					
Invoice	4/25/2006	retainage	4/25/2006	321	35,617.04
Invoice	5/15/2006	retainage	5/15/2006	301	29,141.22
Invoice	6/15/2006	retainage	6/15/2006	270	95,181.87
Invoice	7/15/2006	retainage	7/15/2006	239	64,843.69
Invoice	8/15/2006	retainage	8/15/2006	208	185,731.44
Invoice	9/15/2006	retainage	9/15/2006	178	14,114.10
Invoice	10/10/2006	retainage	10/10/2006	153	3,191.28
<b>Total Mott Haven Retainage</b>					<b>347,800.01</b>
<b>Mott Haven Extras</b>					
Invoice	3/9/2007	MH-X46	3/9/2007	4	37,425.04
Invoice	3/9/2007	MH-X47	3/9/2007	3	13,390.18
<b>Total Mott Haven Extras</b>					<b>50,815.22</b>
<b>Mott Haven Contract - Other</b>					
Invoice	8/15/2006	MH-08-CO...	8/15/2006	209	97,498.33
Invoice	8/15/2006	MH-11-CO-7	8/15/2006	209	97,500.00
Invoice	8/15/2006	MH-13-CO...	8/15/2006	209	8,859.70
Invoice	8/15/2006	MH-14-CO...	8/15/2006	209	8,543.75
Invoice	8/15/2006	MH-15-CO...	8/15/2006	209	8,563.65
Invoice	8/15/2006	MH-16-CO...	8/15/2006	209	5,810.46
Invoice	8/15/2006	MH-17-CO...	8/15/2006	209	40,080.97
Invoice	8/15/2006	MH-18-CO...	8/15/2006	209	11,434.68
Invoice	8/15/2006	MH-20-CO...	8/15/2006	209	19,438.63
Invoice	8/15/2006	MH-23-CO...	8/15/2006	209	4,313.68
Invoice	8/15/2006	MH-24-CO...	8/15/2006	209	5,544.72
Invoice	8/15/2006	MH-26-CO...	8/15/2006	209	31,982.73
Invoice	8/15/2006	MH-10-CO...	8/15/2006	209	110,030.90
Invoice	8/15/2006	MH-12-CO...	8/15/2006	209	175,989.50
Invoice	8/15/2006	MH-22-CO...	8/15/2006	209	205,889.63
Invoice	8/15/2006	MH-25-CO...	8/15/2006	209	437,500.00
Invoice	8/15/2006	MH-27-CO...	8/15/2006	209	225,000.00
Invoice	9/15/2006	MH-21	9/15/2006	178	127,028.66
Invoice	10/10/2006	MH-28	10/10/2006	153	28,721.25
Invoice	10/15/2006	MH-29-CO...	10/15/2006	148	5,071.00
Invoice	10/15/2006	MH-30-CO...	10/15/2006	148	51,908.36
Invoice	3/12/2007	FC 16	3/12/2007		171,223.45
<b>Total Mott Haven Contract - Other</b>					<b>1,875,849.52</b>
<b>Total Mott Haven Contract</b>					<b>2,274,264.75</b>
<b>Total Coreelab</b>					<b>2,274,264.75</b>
<b>TOTAL</b>					<b>2,274,264.75</b>

03/12/2007 04:13 508-876-2001

BRI PROJECT MANAGEMENT

PAGE 03/03

Builders Resource, Inc.

770 Douglas Turnpike  
Harrisville, RI 02830-1609**Finance Charge**

Date	Invoice #
3/12/2007	PC 16

Bill To
Corestat, Inc. 1023 Waterbury Road Thomaston, CT 06787

Terms

Description	Amount
Finance Charges on Overdue Balance	171,223.49
Invoice #MH-08-CO-04 for 97,496.33 on 08/15/2006	
Invoice #MH-11-CO-7 for 97,500.00 on 08/15/2006	
Invoice #MH-13-CO-09 for 8,639.70 on 08/15/2006	
Invoice #MH-14-CO-10 for 6,543.75 on 08/15/2006	
Invoice #MH-15-CO-11 for 8,563.65 on 08/15/2006	
Invoice #MH-16-CO-12 for 5,810.46 on 08/15/2006	
Invoice #MH-17-CO-13 for 40,060.97 on 08/15/2006	
Invoice #MH-18-CO-14 for 11,434.65 on 08/15/2006	
Invoice #MH-20-CO-16 for 19,439.65 on 08/15/2006	
Invoice #MH-23-CO-18 for 4,313.68 on 08/15/2006	
Invoice #MH-24-CO-19 for 5,544.72 on 08/15/2006	
Invoice #MH-26-CO-21 for 31,962.73 on 08/15/2006	
Invoice #MH-10-CO-06 for 110,030.90 on 08/15/2006	
Invoice #MH-12-CO-08 for 175,969.50 on 08/15/2006	
Invoice #MH-22-CO-17 for 205,869.85 on 08/15/2006	
Invoice #MH-25-CO-20 for 437,500.00 on 08/15/2006	
Invoice #MH-27-CO-22 for 225,000.00 on 08/15/2006	
Invoice #MH-21 for 127,026.88 on 09/15/2006	
Invoice #MH-28 for 28,721.25 on 10/10/2006	
Invoice #MH-29-CO-23 for 5,071.00 on 10/15/2006	
Invoice #MH-30-CO-24 for 51,906.36 on 10/15/2006	
<b>Total</b>	<b>\$171,223.49</b>
<b>Payments/Credits</b>	<b>\$0.00</b>
<b>Balance Due</b>	<b>\$171,223.49</b>

**Exhibit "E"**



**ALF RENTAL COMPANY INC.**

121 W. Sheffield Avenue  
Englewood, New Jersey 07631  
(201) 871-8888, Fax (201) 871-8888

**EQUIPMENT  
RENTAL AGREEMENT**

**BUILDERS RESOURCE INC.**  
101 Nassauville Road  
Nassauville, NJ 02830

Tel: 401-762-0262  
Fax: 401-762-0312

Attention: Steve Allard (Call: 401-623-6135)

WE PROPOSE to rent you the following equipment subject to terms and conditions hereinafter stated:  
Seventy Eight (78) Hardwood Crane Mats: (50) 24"x4"x1', (20) 26"x4"x1' & (8) 30"x4"x1'.  
If rented equipment is not returned or returned in a damaged condition, you are responsible for the amount of  
\$1,399.00 per 24' Mat, \$1,459 per 26' Mat & \$1,799 per 30' Mat.

RENTAL is to be at the rate of \$6.00 per 24' Mat/Day, \$7.50 per 26' Mat/Day & \$9.00 per 30' Mat/Day from the date of delivery until equipment is returned to us. Rental rate based on (7) day work week with a minimum of a (7) day rental.

**TERMS: NET 30 DAYS FOB OUR YARD.**

DELIVERY of equipment is to be made to you on: Rental on all Mats began on May 1, 2006 (Mats held for this job), for use at Mett Haven (Brent).

ALL TRANSPORTATION CHARGES from point of delivery to destination and return charges to point of delivery are to be paid by you. Loading Charge of \$150 per trailer and an Unloading Charge of \$150 per trailer in our yard.

YOU ARE TO ASSUME full responsibility for equipment during rental period, and are to return it to us in as good condition as received less wear incident to normal use. An \$80 per Unit cleaning and/or maintenance charge will be incurred if the item is returned to us with debris (dirt, garbage, stool, etc.). If wood damage (spacers) are not returned, a charge of \$6.00 per unit will be incurred.

WE ASSUME NO LIABILITY for loss or damage on account of accidents, delays due to defective material or delays in the delivery or removal of equipment.

YOU REPRESENT THAT YOU ARE FULLY RESPONSIBLE with proper methods for installation, use and maintenance of the equipment. You are solely responsible for its installation, use and maintenance and agree to do so in a proper and safe manner.

YOU SHALL INDEMNIFY US AND HOLD US HARMLESS against all losses, claims, suits, damages, expenses and/or penalties, including attorney's fees, arising out of any matter concerning the equipment occurring during the rental period or while the equipment is otherwise in your possession, including but not limited to claims of personal injury or property damage.

YOU SHALL SECURE general liability insurance policy, naming us as a coinsured, to afford protection with limits, for each occurrence, of not less than Two Million Dollars (\$2,000,000.00) with respect to personal injury and death, and Five Hundred Thousand Dollars (\$500,000.00) with respect to property damage.

WE RESERVE THE RIGHT, if rental is in default under the terms of this agreement, or if in our opinion equipment is being damaged in excess of ordinary wear and tear, to take possession of our property at once.

ENTIRE AGREEMENT. This agreement sets forth the entire agreement and understanding between the parties on the subject matter thereof, and merges all prior discussions and negotiations between them. Neither of the parties shall be bound by any conditions, definitions, representations or warranties with respect to the subject matter of this agreement other than as expressly provided herein or as duly set forth on or subsequent to the date hereof in a writing signed by a duly authorized representative of the party to be bound thereby.

ATTORNEYS FEES. In the event of a breach of this agreement, the injured party shall be entitled to recover reasonable attorneys' fees and costs of collection.

NOTICE: - If shipment of this equipment is ordered by Lessee who neglects to return this contract signed, it shall be considered as in full effect when such shipment is made.

NOTE: Please sign copy of this contract & return to, ALF RENTAL COMPANY, INC.

By:

*Robert L. Thompson*  
VICE PRESIDENT

**ACCEPTANCE**

Accepted this, on the 1<sup>st</sup> day of May, 2006.

Accepted by (Builders Resource Inc.):

Signature

Print Name

Title

**Exhibit "F"**

# BAY CRANE

"New York's Leader in crane rental and specialized transportation solutions"

11-02 43<sup>rd</sup> Avenue Long Island City, NY 11101 TEL: 718 - 392-0800 FAX: 718 - 349-8881

May 8, 2008

Builders Resource Inc.  
181 Nassauville Road  
Nassauville, PA 02830  
Attention: Mr. Steve Allard

RE: Agreement for Crane Rental

As per your request for equipment; please review the following terms and make sure that the BRI is in full agreement.

**Liebherr LR 1400/2**

\$70,000 month + fuel + tax bare rental (175 Hours, all else Pro Rate)  
\$50,000 Trucking Cost Each Way  
\$125 Straight Time; \$225 Overtime hour Mechanic(s) to aid in machine assembly  
Rental period begins 5/01/08.

**Liebherr LTM 1400 Rental Rates**

\$6,500 day + fuel + tax bare rental (8 Hours, all else Pro Rate)  
\$26,000 week + fuel + tax bare rental (40 Hours, all else Pro Rate)

**Tadano TR 480 XL-4 Rental Rates**

\$850 day + fuel + tax bare rental (8 Hours, all else Pro Rate)  
\$3,400 week + fuel + tax bare rental (40 Hours, all else Pro Rate)

**Grove GMK 4100 Rental Rates**

\$1,210 day + fuel + tax bare rental (8 Hours, all else Pro Rate)  
\$4,840 week + fuel + tax bare rental (40 Hours, all else Pro Rate)

All operating engineers paid by BRI directly in accordance with Local 14/15 union contracts

**Trucking of Crane Mile and Rent and any additional crane trucking**

As per Bay Crane rates of \$1,100 Straight Time M-F, \$ 185 Overtime, \$210 premium time per tractor utilized. NO charge for additional trailers to haul multiple cranes.

Met Rental Rates  
24'=\$6.00 25'=\$7.50 30'=\$9.00

**Shuttle Trucks**

\$950 per day Straight Time 7AM-3:30PM; \$145 per Overtime hour; \$170 per premium time hour

All permits, fuel, insurances, and engineering cost paid directly by BRI

All Bay Crane standard terms and conditions and standard rental agreement apply

**Payment Terms**


Mobilization of Crane Paid In Advance


Equipment Rental Invoices to be paid in full within 30 days of Invoice Date

1% per month finance charge on any unpaid amounts past due.

If matter is referred to collection an additional 20% will be added for attorney's fees.

Any dispute will be documented on site and signed jointly by each party, and any notification of dispute shall be given in writing within 5 days of receipt of invoice. Any disputes after will be considered null and void.

  
Builders Resource Inc.  
Name: STEVEN MALLARD  
Title: CFO

  
Bay Crane Service Inc.  
Name: Kenneth Roman  
Title: Account C.O.O.

Actual Invoice Amount Dependent Upon Actual Hours Worked and unit prices that apply

All Bay Crane standard terms and conditions apply

Most Crane Specifications are Available at [www.baycrane.com](http://www.baycrane.com)

**BAY CRANE SERVICE, INC.**

(718) 392-0800

**STANDARD RENTAL AGREEMENT**11-02 43rd Avenue  
Long Island City, N.Y. 11101,TO: BRI - Builders Resources Inc.  
101 Nassauville Road  
Nassauville, RI 02830

WE PROPOSE TO RENT YOU THE FOLLOWING EQUIPMENT SUBJECT TO TERMS AND CONDITIONS HEREINAFTER STATED:

ALL RISK PHYSICAL DAMAGE insurance coverage is to be provided by you in the amount of \$4,000,000.00 for crane and boom  
This coverage must include overload and boom coverage. Certificate of insurance naming lessor as loss payee  
shall be furnished. Liebherr LR 1400 Crawler Crane Serial No. of Machine 74264RENTAL is to be at the rate of \$ AS AGREED per ☐ DAY ☐ WEEK ☐ MONTH from the date of delivery until equipment is  
returned to us, rental rate based on an 8 hr. day, 5 day week, with all work in excess of this to be charged on a pro-rata basis.TERMS: NET 30 DAYSDELIVERY of equipment is to be made to you Monday - MAY 1, 2006  
for use at Southern Blvd & Bruckner - Bronx (Mott Haven S S)

ALL TRANSPORTATION CHARGES from this point of delivery to destination and return charges to point of delivery, are to be paid by you.

YOU ARE TO ASSUME full responsibility for equipment during rental period, and are to return it to us in as good condition as received less wear  
incident to normal use in the hands of a competent licensed operator. In the event that the above equipment is damaged, lost, or stolen, or in any  
other manner becomes otherwise unusable while in your custody under a fixed lease or rental term, you shall continue to be liable for the total  
rental charges and expenses for the entire lease and/or rental term.WE assume no liability for loss or damage on account of accidents, delays due to defective material or to motor or engine troubles, or delays in the  
delivery or removal of equipment. YOU agree to defend and indemnify us against all loss, damage, expense and penalty arising from any action on  
account of personal injury or damage to property occasioned by the operation, handling or transportation of this equipment during the rental period.YOU the lessee agree to hire a competent licensed crew to operate said equipment and to further defend, indemnify and hold said employees  
harmless against any claim, loss, damage, expense or penalty, including attorney's fees and to assume the entire responsibility and liability arising  
from any action on account of personal injury or property damage of any kind, occasioned by the operation, handling or transportation of this  
equipment during the rental period, whether caused directly or indirectly by the lessee, the operator or the crew.YOU the lessee are to assume full responsibility for the securing of all operating permits required by law. Any summons issued for improper permits  
whether to the lessee or Bay Crane Service Inc. are to be the responsibility of the lessee.YOU shall maintain during the term of this agreement comprehensive general liability including contractual with limits no less than a One Million  
Dollar combined single limit. Certificate of insurance naming lessor as additional insured shall be furnished.IT is understood and agreed that we shall be saved harmless from all court actions and all claims for injuries to persons or through the use of this  
equipment while in your possession.THE NONPAYMENT of any bill or invoice from rental of equipment or for transportation charges within thereof shall constitute an assignment by  
you to the extent of the full amount of such unpaid bills or invoices of any monies which are or may become due and owing to you from your  
principal. Said assignment may be filed in accordance with the appropriate provisions of the Lien Law, whether the equipment is used on a private  
or public improvement. Said assignment shall also entitle us to advance to your position on any labor and material payment bond given on the said  
construction or improvement to the extent of your indebtedness to us. The acceptance of the said assignment is without waiver of any other rights  
we may have against you.WE RESERVE THE RIGHT, if rental is in default under terms of this agreement, or if in our opinion equipment is being damaged in excess or  
ordinary wear and tear, to take possession of our property at once.TERMS: Net A finance charge of 1% per month, 12% per annum, will be added on total balance unpaid after 30 days from date of invoice. If matter  
is referred for collection an additional 20% will be added for reasonable attorney's fees.NOTICE: If shipment of this equipment is ordered by Lessee who neglects to return this contract signed, it shall be considered as in full effect when  
such shipment is made.

BAY CRANE SERVICE, INC.

By Joseph [Signature]

ACCEPTANCE

Accepted this [Signature]Date May 10/06 20

Equipment Returned \_\_\_\_\_

By \_\_\_\_\_

**Exhibit "G"**

NOTICE OF DEBENTURE

To the Clerk of the County of New York and all others whom it may concern

**Please Take Notice, that** HERA SPANCA, LLC

(1) The name and address of the Debtor is HERA SPANCA, LLC  
being a limited liability company organized under the laws of the State of New York  
whose business is the construction of buildings  
and who is located at 111 West 42nd Street, New York, New York 10018

(2) The amount of the debt is \$100,000.00

(3) The date of the debt is 11/11/2005

(4) The place of the debt is New York, New York  
The amount of the debt is \$100,000.00  
The date of the debt is 11/11/2005  
The place of the debt is New York, New York

(5) The amount of the debt is \$100,000.00  
The date of the debt is 11/11/2005  
The place of the debt is New York, New York

(6) The time when the debt was due is 11/11/2005  
The time when the debt was due is 11/11/2005  
The time when the debt was due is 11/11/2005  
The time when the debt was due is 11/11/2005

(7) The property subject to the debt is 111 West 42nd Street, New York, New York 10018  
City of New York, on the 11th day of November, 2005  
and known as 111 West 42nd Street, New York, New York 10018  
That said labor and materials were furnished and finished by HERA SPANCA, LLC  
hereinafter described. That HERA SPANCA, LLC is a limited liability company organized under the laws of the State of New York  
performed, or from the last balance of 111 West 42nd Street, New York, New York 10018  
of the work, or since the last balance of 111 West 42nd Street, New York, New York 10018

Dated  
November 11, 2005

79/109  
AA

[Signature]  
[Name]

NOV-07-2005 14:25

LEONARD J. CHIRBAUGH, JR.

1 212 222 1234 P.03

State of New York, County of

ss:

This document is a copy of the original document  
submitted to the Court for filing.  
It is not to be used as evidence.

Signatures to follow are on

STATE OF NEW YORK, COUNTY OF

ss:

This document is a copy of the original document  
submitted to the Court for filing.  
It is not to be used as evidence.

Barbara K. Keston  
County Public  
Comm. exp. 7/31/06

*[Signature]*

This document is a copy of the original document  
submitted to the Court for filing.  
It is not to be used as evidence.



10

[illegible]

- \* **Editor's note:** Serve five days before the Spring Equinox for the best results. See the Equinox page.





**Amended Affidavit of Service of Notice of Mechanic's Lien on Owner, Agent or Attorney\***

STATE OF NEW YORK, COUNTY OF NEW YORK

ss.:

The undersigned, being duly sworn, deposes and says that deponent is over 18 years of age and resides at 434 Broadway, Suite 900, New York, New York 10013  
on December 19, 2005 served the within Notice of Mechanic's Lien

on BRUCKNER MANUFACTURING CORP., the owner herein at 415 Bruckner Boulevard, Bronx, New York 10454  
and also on GROSS & GROSS LLP, the owner herein at 371 Merrick Road, Rockville Centre, NY 11570  
and also on CONSOLIDATED EDISON SOLUTIONS, INC., the owner herein at 415 Bruckner Boulevard, Bronx, New York 10454  
and at Irving Place, New York, NY 10003  
by delivering a true copy to said owner personally. Deponent knew the person so served to be the owner.

- ☐ as the owner could not be found, by delivering a true copy to the agent attorney of the owner.
- ☐ by leaving it at the last known place of residence of the owner in the city or town in which the real property or some thereof is situated, with  
a person of suitable age and discretion.
- ☒ by depositing a true copy of same, enclosed in a certified registered mail, postpaid, properly addressed wrap an official depository of the United States Postal Service in New York State.
- ☐ as the owner has no last known place of residence in the city or town in which the real property or some part is situated, or the owner could not be found, and has no agent or attorney, by affixing a true copy thereof conspicuously on such property, at m. (between the hours of nine o'clock in the forenoon and four o'clock in the afternoon)
- ☐ as the owner is a corporation, by personally delivering a true copy and leaving it with the president vice-president secretary clerk cashier treasurer director managing agent corporation.
- ☐ as the owner is a corporation, and no officer of the corporation could be found within the state, by affixing a true copy conspicuously on such property at m. (between the hours of nine o'clock in the forenoon and four o'clock in the afternoon).
- ☐ as the owner is a corporation, by depositing a true copy of same, enclosed in a certified registered mail, properly addressed wrapper, in an official depository of the United States Postal Service in New York State.

Sworn to before me on  
this 19<sup>th</sup> day of December, 2005

Notary Public

**S.R.L.**  
741109  
STANLEY B. KATZ  
Notary Public, State of New York  
No. 31-4630171  
Qualified in New York County  
Commission Expires 12/31/08

LEONARD J. CATANZARO, ESQ.

Block 279  
LOT - 7

\* Editor's note: Serve five days before or 30 days after filing the Notice of Mechanic's Lien. See Lien Law §11.

**Affidavit of Service by Certified Mail\***

Transmit **VERB**  
Date **RE**

Per **55.00**  
Fees **55.00**  
Charge **10.00**

STATE OF NEW YORK, COUNTY OF NEW YORK

ss.:

The undersigned, being duly sworn, deposes and says that deponent is over 18 years of age and resides at 434 Broadway, Suite 900, New York, New York 10013 on December 2, 2003 19 the undersigned served the within Notice of Lien on

D'Onofrio General Contractors Corporation

the contractor ~~subcontractor or legal representative~~  
at 202 28th Street, Brooklyn, New York 11233

SEE ALSO \*\*\*

by depositing a true copy of same, enclosed in a certified mail, postpaid, properly addressed wrapper, in an official deposit the United State Postal Service in New York State.

Sworn to before me on  
this 2nd day of December 2003

Notary Public

STANLEY B. KATZ  
Notary Public, State of New York  
No. 31-4830171  
Qualified in New York County  
Commission Expires 12/31/07

**S.R.L.**

\*\*\*  
Faberware  
1515 Broadway  
New York, New York 10036

\* Editor's note: Serve a copy of Notice of Mechanic's Lien on contractor or subcontractor simultaneously or within 30 days of filing Notice of Mechanic's Lien. File proof of service with County Clerk within 35 days after Notice of Mechanic's Lien filed. See Lien Law §11-b.

**Mechanic's Lien**

TERRA DINAMICA, LLC *Claimant*

Residence 5 Meadow Brook Road

Business Address Granby, Connecticut 06035

against

BRUCKNER MANUFACTURING CORP.  
GROSS & GROSS LP, CONSOLIDATED  
EDISON SOLUTIONS, INC.

Owner

D'Onofrio General Contractors  
Corporation

Contractor

**Notice of Lien**

Amount \$ 148,601.25

Filed

Premises known as

Moat Haven Substation - 415 Bruckner Boulevard,  
Bronx, New York

Block 2599 Lot 5

LEONARD J. CATANZARO, ESQ.

Attorney(s) for Lienor

Post Office Address and Telephone Number

434 Broadway, Suite 900  
New York, New York 10013  
(212) 226-1234

**AFFIDAVIT OF SERVICE**

STATE OF NEW JERSEY )

COUNTY OF MORRIS )

SS:

The undersigned, being duly sworn, deposes and says that defendant is over 18 years of age and on February 10, 2006, the undersigned served the within Notice of Lien on B. [redacted] Contractors Corporation, the X contractor    subcontractor    assignee    [redacted] at 202-28<sup>th</sup> St., Brooklyn, New York 11232 by depositing a true and correct copy of the [redacted] certified mail postpaid, properly addressed wrapper, in an [redacted] [redacted] Postal Service.

*[Handwritten signature]*

Sworn to before me this 21<sup>st</sup>  
day of February, 2006

*[Handwritten signature]*  
Notary Public

JEANINE CULIGIAN  
Notary Public  
My Commission Expires March 8, 2008

804093  
PB PL-2599  
Lot-5

1003072

**AFFIDAVIT OF SERVICE OF NOTICE OF LIEN**

STATE OF NEW JERSEY )  
COUNTY OF MORRIS ) SS.:

The undersigned, being duly sworn, deposes and says that I am of legal age and

on February 3, 2006 served the within Notice of Lien on [redacted] Corp. the owner herein at 415 Broadway Street, New York, New York 10011, and 101 [redacted] Avenue, New York, New York 10011.

- by delivering a true copy to said owner personally. I deposited same in the [redacted] to be the owner.
- as the owner could not be found, by delivering a true copy to the [redacted] the owner.
- by leaving it at the last known place of residence of the owner in the [redacted] in which the real property or some part thereof is situated, with a person of [redacted] discretion.
- by depositing a true copy of same, enclosed in a [redacted] certified [redacted] postpaid, properly addressed wrapper, in an official [redacted] of the United States Service.
- as the owner has no last known place of residence in the [redacted] or town in which the real property or some part thereof is situated or the owner could not be found, by affixing a true copy thereof to the [redacted] agent or attorney, by affixing a true copy thereof to the [redacted] of the [redacted].
- as the owner is a corporation, by personally delivering a true copy of same to the [redacted] president [redacted] vice president [redacted] secretary [redacted] director [redacted] managing agent of the corporation.
- as the owner is a corporation, and no offices of the corporation could be found in the state, by affixing a true copy conspicuously on such property.


804093  
BL-2899  
Lot-5

1006678

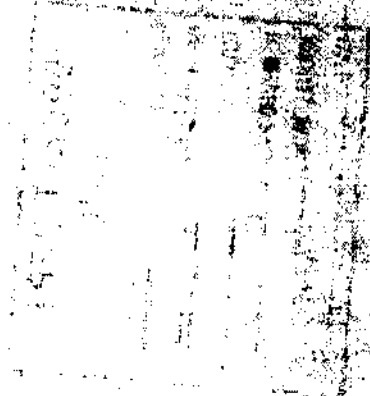
☒ as the owner is a corporation, by depositing a true copy of same in a  
certified \_\_\_\_\_ registered mail, postpaid, properly addressed to the  
depository of the United States Postal Service.



Sworn to before me this 21<sup>st</sup>  
day of February, 2006



Notary Public  
JEANNE COLLAMAN  
A Notary Public of New Jersey  
My Commission Expires March 9, 2008





**Exhibit "H"**



PARTIAL WAIVER/RELEASE OF LIEN FORM (CONNECTICUT)

TO ALL WHOM IT MAY CONCERN:

WHEREAS, Builders Resource Inc., (the "Trades Contractor"), has entered a Subcontract or other Agreement with CORESLAB STRUCTURES (CONN.) INC. to perform Work consisting of the furnishing of labor, materials, services, equipment and/or machinery for the project known as Mott Haven located at Bronx, NY ("Project"); and

WHEREAS, the Trades Contractor has submitted to Coreslab Structures (Conn.) Inc. a progress payment requisition dated 4 checks in the amount of \$ 800,000 for Work performed on the Project during the period 04/01/06 to 06/30/06.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Trades Contractor hereby waives, releases and forever relinquishes any and all claims, demands, liens, and/or right(s) of action, whether legal or equitable, against the above Project and any bond related to the Project, the Owner and Coreslab Structures (Conn.) Inc. for and on account of and all labor, materials, services, equipment, and/or machinery furnished by or through the Trades Contractor for the Project, it being understood, however, that this waiver and release will be effective (1) upon Trades Contractor's receipt of the payment for which this Release is given and (2) in the amount of \$ 800,000 (total contract payment made through the date hereof including the enclosed requisition).

In consideration of the payment sought hereby, the Trades Contractor represents and warrants that all labor, material, services, equipment and/or machinery used or provided by or through the Trades Contractor or its sub-subcontractors, suppliers and/or materialmen through the date hereof have been paid for in full, including taxes of every description, except for the following in the specific amounts set forth:

<u>Address, phone #, contact name of unpaid sub-subcontractor, materialmen or supplier</u>	<u>Total Amount Owning</u>
--	----------------------------

None

Sub-subcontractor and/or material supplier Waiver/Release of Lien forms from/for each and every sub-subcontractor and/or material supplier which has not been previously submitted to Coreslab Structures (Conn.) Inc. is attached hereto. The Trades Contractor certifies the validity of the signature on each Waiver/Release of Lien.

Further, the Trades Contractor shall hold harmless, protect and indemnify Coreslab Structures (Conn.) Inc., any Surety, the Owner, and the Project against any claims, demands, liens, and/or rights of action, whether legal or equitable which have accrued or may accrue concerning the labor performed or materials, services, equipment and/or machinery supplied by or through the Trades

CAN-179616

1023 Waterbury Road • Thomaston, CT 06787-2028 • (860) 283-8281 • FAX (860) 283-0165

ATLANTA • AUSTIN • BURLINGTON, ONTARIO • LOS ANGELES • MIAMI • OKLAHOMA CITY • ORLANDO • PHOENIX • STONEY CREEK, ONTARIO • TAMPA • THOMASTON, CT



**CORES LAB<sup>®</sup>**  
**STRUCTURES**  
(CONN) INC.

Contractor as of the date hereof including any guarantees or warranties.

I, Steve Allard being the CEO of Builders Resource Inc.,  
being duly sworn, acknowledge the foregoing on this 30th day of June, 2006  
and certify that this is a true and accurate statement intending to induce Coreslab Structures (Conn.)  
Inc. to rely on the statements and certifications contained herein. This waiver and release shall be  
binding upon the successor, assigns, heirs, administrators and executors and trustees of the Trades  
Contractor.

By: Steve Allard

(Signature of Subcontractor, Supplier, or  
Materialman)

STATE OF CONNECTICUT)

) ss:  
COUNTY OF Litchfield )

Subscribed and sworn to before me this 30th day of June, 2006 under the  
penalty of false statement.

Angela C. Kackowski

Notary Public

My commission expires

8/31/08

**ANGELA C. KACKOWSKI**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES AUG. 31, 2008



PARTIAL WAIVER/RELEASE OF LIEN FORM (CONNECTICUT)

TO ALL WHOM IT MAY CONCERN:

WHEREAS, Builders Resource Inc. (the "Trades Contractor"), has entered a Subcontract or other Agreement with CORESLAB STRUCTURES (CONN.) INC. to perform Work consisting of the furnishing of labor, materials, services, equipment and/or machinery for the project known as Mott Haven Substation located at Bronx, NY ("Project"); and

WHEREAS, the Trades Contractor has submitted to Coreslab Structures (Conn.) Inc. a progress payment requisition dated 5/15/06 in the amount of \$ 582,825 for Work performed on the Project during the period 05/01/06 to 05/31/06.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Trades Contractor hereby waives, releases and forever relinquishes any and all claims, demands, liens, and/or right(s) of action, whether legal or equitable, against the above Project and any bond related to the Project, the Owner and Coreslab Structures (Conn.) Inc. for and on account of and all labor, materials, services, equipment, and/or machinery furnished by or through the Trades Contractor for the Project, it being understood, however, that this waiver and release will be effective (1) upon Trades Contractor's receipt of the payment for which this Release is given and (2) in the amount of \$ 582,825 (total contract payment made through the date hereof including the enclosed requisition).

In consideration of the payment sought hereby, the Trades Contractor represents and warrants that all labor, material, services, equipment and/or machinery used or provided by or through the Trades Contractor or its sub-subcontractors, suppliers and/or materialmen through the date hereof have been paid for in full, including taxes of every description, except for the following in the specific amounts set forth:

Address, phone #, contact name of unpaid  
sub-subcontractor, materialmen or supplier

Total Amount Owed

None

Sub-subcontractor and/or material supplier Waiver/Release of Lien forms from/for each and every sub-subcontractor and/or material supplier which has not been previously submitted to Coreslab Structures (Conn.) Inc. is attached hereto. The Trades Contractor certifies the validity of the signature on each Waiver/Release of Lien.

Further, the Trades Contractor shall hold harmless, protect and indemnify Coreslab Structures (Conn.) Inc., any Surety, the Owner, and the Project against any claims, demands, liens, and/or rights of action, whether legal or equitable which have accrued or may accrue concerning the labor performed or materials, services, equipment and/or machinery supplied by or through the Trades

3AMLA19616

1023 Waterbury Road • Thomaston, CT 06787-2028 • (860) 283-8281 • FAX (860) 283-0165

ATLANTA • AUSTIN • BURLINGTON, ONTARIO • LOS ANGELES • MIAMI • OKLAHOMA CITY • ORLANDO • PHOENIX • STONEY CREEK, ONTARIO • TAMPA • THOMASTON, CT

**STRUCTURES**  
(CONN) INC.

Contractor as of the date hereof including any guarantees or warranties.

I, Steve Allard, being the CFO of Builders Resource Inc.,  
being duly sworn, acknowledge the foregoing on this 30th day of June, 2006  
and certify that this is a true and accurate statement intending to induce Coreslab Structures (Conn.)  
Inc. to rely on the statements and certifications contained herein. This waiver and release shall be  
binding upon the successor, assigns, heirs, administrators and executors and trustees of the Trades  
Contractor.

By:



(Signature of Subcontractor, Supplier, or  
Materialman)

STATE OF CONNECTICUT)

COUNTY OF Litchfield ) ss:

Subscribed and sworn to before me this 30th day of June, 2006 under the  
penalty of false statement.



Notary Public

My commission expires 8/31/08

**ANGELA C. KACKOWSKI**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES AUG. 31, 2008

**STRUCTURES**

(CONN) INC.

PARTIAL WAIVER/RELEASE OF LIEN FORM (CONNECTICUT)

TO ALL WHOM IT MAY CONCERN:

WHEREAS, Builders Resource Inc. (the "Trades Contractor"), has entered a Subcontract or other Agreement with CORESLAB STRUCTURES (CONN.) INC. to perform Work consisting of the furnishing of labor, materials, services, equipment and/or machinery for the project known as Mott Haven located at Bronx, NY ("Project"); and

Substation  
WHEREAS, the Trades Contractor has submitted to Coreslab Structures (Conn.) Inc. a progress payment requisition dated 6/15/06 in the amount of \$ 856,456 for Work performed on the Project during the period 06/01/06 to 06/30/06.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Trades Contractor hereby waives, releases and forever relinquishes any and all claims, demands, liens, and/or right(s) of action, whether legal or equitable, against the above Project and any bond related to the Project, the Owner and Coreslab Structures (Conn.) Inc. for and on account of and all labor, materials, services, equipment, and/or machinery furnished by or through the Trades Contractor for the Project, it being understood, however, that this waiver and release will be effective (1) upon Trades Contractor's receipt of the payment for which this Release is given and (2) in the amount of \$ 1,439,281 (total contract payment made through the date hereof including the enclosed requisition).

In consideration of the payment sought hereby, the Trades Contractor represents and warrants that all labor, material, services, equipment and/or machinery used or provided by or through the Trades Contractor or its sub-subcontractors, suppliers and/or materialmen through the date hereof have been paid for in full, including taxes of every description, except for the following in the specific amounts set forth:

Address, phone #, contact name of unpaid  
sub-subcontractor, materialmen or supplier

Total Amount Owning

None

Sub-subcontractor and/or material supplier Waiver/Release of Lien forms from/for each and every sub-subcontractor and/or material supplier which has not been previously submitted to Coreslab Structures (Conn.) Inc. is attached hereto. The Trades Contractor certifies the validity of the signature on each Waiver/Release of Lien.

Further, the Trades Contractor shall hold harmless, protect and indemnify Coreslab Structures (Conn.) Inc., any Surety, the Owner, and the Project against any claims, demands, liens, and/or rights of action, whether legal or equitable which have accrued or may accrue concerning the labor performed or materials, services, equipment and/or machinery supplied by or through the Trades

CNSL19614

1023 Waterbury Road • Thomaston, CT 06787-2028 • (860) 283-8281 • FAX (860) 283-0165

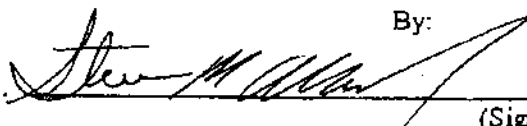
ATLANTA • AUSTIN • BURLINGTON, ONTARIO • LOS ANGELES • MIAMI • OKLAHOMA CITY • ORLANDO • PHOENIX • STONEY CREEK, ONTARIO • TAMPA • THOMASTON, CT

**STRUCTURES**  
(CONN) INC.

Contractor as of the date hereof including any guarantees or warranties.

I, Steve Allard being the CFO of Builders Resource Inc.  
being duly sworn, acknowledge the foregoing on this 30th day of June, 2006  
and certify that this is a true and accurate statement intending to induce Coreslab Structures (Conn.)  
Inc. to rely on the statements and certifications contained herein. This waiver and release shall be  
binding upon the successor, assigns, heirs, administrators and executors and trustees of the Trades  
Contractor.

By:

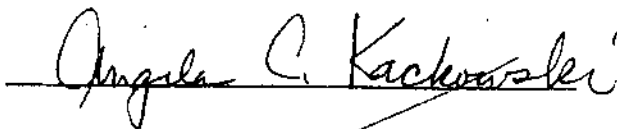


(Signature of Subcontractor, Supplier, or  
Materialman)

STATE OF CONNECTICUT)

COUNTY OF Litchfield ) ss:

Subscribed and sworn to before me this 30th day of June, 2006 under the  
penalty of false statement.



Notary Public

My commission expires 8/31/08

**ANGELA C. KACKOWSKI**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES AUG. 31, 2008

# **STRUCTURES** (CONN) INC.

## **PARTIAL WAIVER/RELEASE OF LIEN FORM (CONNECTICUT)**

TO ALL WHOM IT MAY CONCERN:

WHEREAS, Builders Resource Inc. (the "Trades Contractor"), has entered a Subcontract or other Agreement with CORESLAB STRUCTURES (CONN.) INC. to perform Work consisting of the furnishing of labor, materials, services, equipment and/or machinery for the project known as Mott Haven Substation located at Bronx, NY ("Project"); and

WHEREAS, the Trades Contractor has submitted to Coreslab Structures (Conn.) Inc. a progress payment requisition dated 7/14/06 in the amount of \$ 307,714 for Work performed on the Project during the period 7/8/06 to 7/8/06.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Trades Contractor hereby waives, releases and forever relinquishes any and all claims, demands, liens, and/or right(s) of action, whether legal or equitable, against the above Project and any bond related to the Project, the Owner and Coreslab Structures (Conn.) Inc. for and on account of and all labor, materials, services, equipment, and/or machinery furnished by or through the Trades Contractor for the Project, it being understood, however, that this waiver and release will be effective (1) upon Trades Contractor's receipt of the payment for which this Release is given and (2) in the amount of \$ 1,746,995 (total contract payment made through the date hereof including the enclosed requisition).

In consideration of the payment sought hereby, the Trades Contractor represents and warrants that all labor, material, services, equipment and/or machinery used or provided by or through the Trades Contractor or its sub-subcontractors, suppliers and/or materialmen through the date hereof have been paid for in full, including taxes of every description, except for the following in the specific amounts set forth:

Address, phone #, contact name of unpaid  
sub-subcontractor, materialmen or supplier

Total Amount Owed

None

None

Sub-subcontractor and/or material supplier Waiver/Release of Lien forms from/for each and every sub-subcontractor and/or material supplier which has not been previously submitted to Coreslab Structures (Conn.) Inc. is attached hereto. The Trades Contractor certifies the validity of the signature on each Waiver/Release of Lien.

Further, the Trades Contractor shall hold harmless, protect and indemnify Coreslab Structures (Conn.) Inc., any Surety, the Owner, and the Project against any claims, demands, liens, and/or rights of action, whether legal or equitable which have accrued or may accrue concerning the labor performed or materials, services, equipment and/or machinery supplied by or through the Trades

2006/11/16

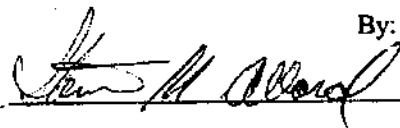
1023 Waterbury Road • Thomaston, CT 06787-2028 • (860) 283-8281 • FAX (860) 283-0165

ATLANTA • AUSTIN • BURLINGTON, ONTARIO • LOS ANGELES • MIAMI • OKLAHOMA CITY • ORLANDO • PHOENIX • STONEY CREEK, ONTARIO • TAMPA • THOMASTON, CT

**STRUCTURES**  
(CONN) INC.

Contractor as of the date hereof including any guarantees or warranties.

I, Steve Allard being the CFO of Builders Resource, Inc  
being duly sworn, acknowledge the foregoing on this 14<sup>th</sup> day of July, 2006  
and certify that this is a true and accurate statement intending to induce Coreslab Structures (Conn.)  
Inc. to rely on the statements and certifications contained herein. This waiver and release shall be  
binding upon the successor, assigns, heirs, administrators and executors and trustees of the Trades  
Contractor.

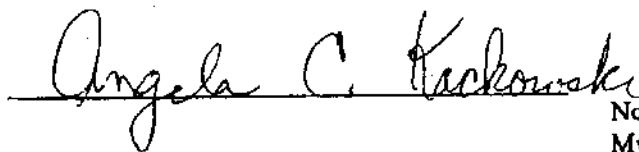
By: 

(Signature of Subcontractor, Supplier, or  
Materialman)

STATE OF CONNECTICUT)

ss:  
COUNTY OF Litchfield

Subscribed and sworn to before me this 14<sup>th</sup> day of July, 2006 under the  
penalty of false statement.



Notary Public

My commission expires

8/30/

**ANGELA C. KACKOWSKI**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES AUG. 31, 2008



# 0111-3

PARTIAL WAIVER/RELEASE OF LIEN FORM (CONNECTICUT)

TO ALL WHOM IT MAY CONCERN:

WHEREAS, Bulders Resource Inc., (the "Trades Contractor"), has entered a Subcontract or other Agreement with CORESLAB STRUCTURES (CONN.) INC. to perform Work consisting of the furnishing of labor, materials, services, equipment and/or machinery for the project known as Mott Haven located at Bronx, NY ("Project"); and  
Con-Ed Substation

WHEREAS, the Trades Contractor has submitted to Coreslab Structures (Conn.) Inc. a progress payment requisition dated 7/31/06 in the amount of \$ 583,588 for Work performed on the Project during the period 7/1/06 to 7/30/06.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Trades Contractor hereby waives, releases and forever relinquishes any and all claims, demands, liens, and/or right(s) of action, whether legal or equitable, against the above Project and any bond related to the Project, the Owner and Coreslab Structures (Conn.) Inc. for and on account of and all labor, materials, services, equipment, and/or machinery furnished by or through the Trades Contractor for the Project, it being understood, however, that this waiver and release will be effective (1) upon Trades Contractor's receipt of the payment for which this Release is given and (2) in the amount of \$ 2,022,869 (total contract payment made through the date hereof including the enclosed requisition).

In consideration of the payment sought hereby, the Trades Contractor represents and warrants that all labor, material, services, equipment and/or machinery used or provided by or through the Trades Contractor or its sub-subcontractors, suppliers and/or materialmen through the date hereof have been paid for in full, including taxes of every description, except for the following in the specific amounts set forth:

Address, phone #, contact name of unpaid  
sub-subcontractor, materialmen or supplier

Total Amount Owning

None

Sub-subcontractor and/or material supplier Waiver/Release of Lien forms from/for each and every sub-subcontractor and/or material supplier which has not been previously submitted to Coreslab Structures (Conn.) Inc. is attached hereto. The Trades Contractor certifies the validity of the signature on each Waiver/Release of Lien.

Further, the Trades Contractor shall hold harmless, protect and indemnify Coreslab Structures (Conn.) Inc., any Surety, the Owner, and the Project against any claims, demands, liens, and/or rights of action, whether legal or equitable which have accrued or may accrue concerning the labor performed or materials, services, equipment and/or machinery supplied by or through the Trades

200410614

1023 Waterbury Road • Thomaston, CT 06787-2028 • (860) 283-8281 • FAX (860) 283-0165

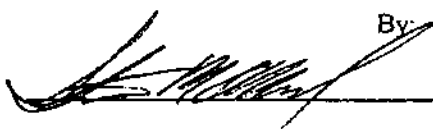
ATLANTA • AUSTIN • BURLINGTON, ONTARIO • LOS ANGELES • MIAMI • OKLAHOMA CITY • ORLANDO • PHOENIX • STONEY CREEK, ONTARIO • TAMPA • THOMASTON, CT



**CORES LAB®**  
**STRUCTURES**  
(CONN) INC.

Contractor as of the date hereof including any guarantees or warranties.

I, Steve Allard being the CFO of Builders Resource Inc.,  
being duly sworn, acknowledge the foregoing on this 12th day of July, 2006  
and certify that this is a true and accurate statement intending to induce Coreslab Structures (Conn.)  
Inc. to rely on the statements and certifications contained herein. This waiver and release shall be  
binding upon the successor, assigns, heirs, administrators and executors and trustees of the Trades  
Contractor.

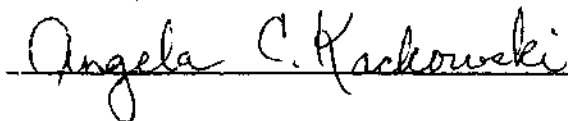
By: 

(Signature of Subcontractor, Supplier, or  
Materialman)

STATE OF CONNECTICUT)

COUNTY OF Litchfield ss:

Subscribed and sworn to before me this 13th day of July, 2006 under the  
penalty of false statement.



Notary Public

My commission expires 8/31/08

**ANGELA C. KACKOWSKI**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES AUG. 31, 2008



PARTIAL WAIVER/RELEASE OF LIEN FORM (CONNECTICUT)

TO ALL WHOM IT MAY CONCERN:

WHEREAS, Builders Resource Inc. (the "Trades Contractor"), has entered a Subcontract or other Agreement with CORESLAB STRUCTURES (CONN.) INC. to perform Work consisting of the furnishing of labor, materials, services, equipment and/or machinery for the project known as Mott Haven Substation located at Bronx, NY ("Project"); and

WHEREAS, the Trades Contractor has submitted to Coreslab Structures (Conn.) Inc. a progress payment requisition dated 7/31/06 in the amount of \$ 210,205 for Work performed on the Project during the period July 1, '06 to July 31, '06.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Trades Contractor hereby waives, releases and forever relinquishes any and all claims, demands, liens, and/or right(s) of action, whether legal or equitable, against the above Project and any bond related to the Project, the Owner and Coreslab Structures (Conn.) Inc. for and on account of and all labor, materials, services, equipment, and/or machinery furnished by or through the Trades Contractor for the Project, it being understood, however, that this waiver and release will be effective (1) upon Trades Contractor's receipt of the payment for which this Release is given and (2) in the amount of \$ 2,540,788.00 (total contract payment made through the date hereof including the enclosed requisition).

In consideration of the payment sought hereby, the Trades Contractor represents and warrants that all labor, material, services, equipment and/or machinery used or provided by or through the Trades Contractor or its sub-subcontractors, suppliers and/or materialmen through the date hereof have been paid for in full, including taxes of every description, except for the following in the specific amounts set forth:

Address, phone #, contact name of unpaid  
sub-subcontractor, materialmen or supplier

Total Amount Owed

None

Sub-subcontractor and/or material supplier Waiver/Release of Lien forms from/for each and every sub-subcontractor and/or material supplier which has not been previously submitted to Coreslab Structures (Conn.) Inc. is attached hereto. The Trades Contractor certifies the validity of the signature on each Waiver/Release of Lien.

Further, the Trades Contractor shall hold harmless, protect and indemnify Coreslab Structures (Conn.) Inc., any Surety, the Owner, and the Project against any claims, demands, liens, and/or rights of action, whether legal or equitable which have accrued or may accrue concerning the labor performed or materials, services, equipment and/or machinery supplied by or through the Trades

2406179614

1023 Waterbury Road • Thomaston, CT 06787-2028 • (860) 283-8281 • FAX (860) 283-0165

ATLANTA • AUSTIN • BURLINGTON, ONTARIO • LOS ANGELES • MIAMI • OKLAHOMA CITY • ORLANDO • PHOENIX • STONEY CREEK, ONTARIO • TAMPA • THOMASTON, CT



Contractor as of the date hereof including any guarantees or warranties.

I, Steve Allard being the CFO of Builders Resource Inc.  
being duly sworn, acknowledge the foregoing on this 4th day of August, 2006  
and certify that this is a true and accurate statement intending to induce CoreSlab Structures (Conn.)  
Inc. to rely on the statements and certifications contained herein. This waiver and release shall be  
binding upon the successor, assigns, heirs, administrators and executors and trustees of the Trades  
Contractor.

By:

(Signature of Subcontractor, Supplier, or  
Materialman)

STATE OF CONNECTICUT)

COUNTY OF Litchfield ss:

Subscribed and sworn to before me this 4th day of August, 2006 under the  
penalty of false statement.

Notary Public

My commission expires

8/31/08

**ANGELA C. KACKOWSKI**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES AUG. 31, 2008



PARTIAL WAIVER/RELEASE OF LIEN FORM (CONNECTICUT)

TO ALL WHOM IT MAY CONCERN:

WHEREAS, Builder Resource Inc. (the "Trades Contractor"), has entered a Subcontract or other Agreement with CORESLAB STRUCTURES (CONN.) INC. to perform Work consisting of the furnishing of labor, materials, services, equipment and/or machinery for the project known as Milliken Station located at 57 Bruckner Blvd, Bronx, NY ("Project"); and

WHEREAS, the Trades Contractor has submitted to Coreslab Structures (Conn.) Inc. a progress payment requisition dated 7/15/06 in the amount of \$ 210,205.- for Work performed on the Project during the period 7/15/06 to 7/31/06.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Trades Contractor hereby waives, releases and forever relinquishes any and all claims, demands, liens, and/or right(s) of action, whether legal or equitable, against the above Project and any bond related to the Project, the Owner and Coreslab Structures (Conn.) Inc. for and on account of and all labor, materials, services, equipment, and/or machinery furnished by or through the Trades Contractor for the Project, it being understood, however, that this waiver and release will be effective (1) upon Trades Contractor's receipt of the payment for which this Release is given and (2) in the amount of \$ 238,083.- (total contract payment made through the date hereof including the enclosed requisition).

In consideration of the payment sought hereby, the Trades Contractor represents and warrants that all labor, material, services, equipment and/or machinery used or provided by or through the Trades Contractor or its sub-subcontractors, suppliers and/or materialmen through the date hereof have been paid for in full, including taxes of every description, except for the following in the specific amounts set forth:

<u>Address, phone #, contact name of unpaid sub-subcontractor, materialmen or supplier</u>	<u>Total Amount Owing</u>
--	---------------------------

Sub-subcontractor and/or material supplier Waiver/Release of Lien forms from/for each and every sub-subcontractor and/or material supplier which has not been previously submitted to Coreslab Structures (Conn.) Inc. is attached hereto. The Trades Contractor certifies the validity of the signature on each Waiver/Release of Lien.

Further, the Trades Contractor shall hold harmless, protect and indemnify Coreslab Structures (Conn.) Inc., any Surety, the Owner, and the Project against any claims, demands, liens, and/or rights of action, whether legal or equitable which have accrued or may accrue concerning the labor performed or materials, services, equipment and/or machinery supplied by or through the Trades

1023 Waterbury Road • Thomaston, CT 06787-2028 • (860) 283-8281 • FAX (860) 283-0165

ATLANTA • AUSTIN • BURLINGTON, ONTARIO • LOS ANGELES • MIAMI • OKLAHOMA CITY • ORLANDO • PHOENIX • STONEY CREEK, ONTARIO • TAMPA • THOMASTON, CT

SHB  
# 2540,788

20070914

**CORESLAB<sup>®</sup>**  
**STRUCTURES**  
(CONN) INC.

Contractor as of the date hereof including any guarantees or warranties.

I, Steven M. Allard being the CEO of Builders Resource Inc.  
being duly sworn, acknowledge the foregoing on this 11<sup>th</sup> day of August, 2007  
and certify that this is a true and accurate statement intending to induce Corelab Structures (Conn.)  
Inc. to rely on the statements and certifications contained herein. This waiver and release shall be  
binding upon the successor, assigns, heirs, administrators and executors and trustees of the Trades  
Contractor.

By:

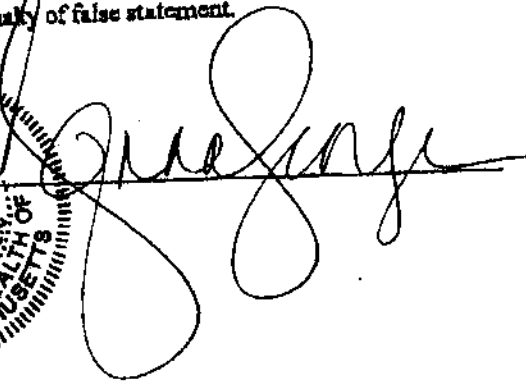


(Signature of Subcontractor, Supplier, or  
Materialman)

Massachusetts  
STATE OF CONNECTICUT)

COUNTY OF Worcester ss:

Subscribed and sworn to before me this 11<sup>th</sup> day of August, 2007 under the  
penalty of false statement.



Notary Public

My commission expires

1/26/2012



Inv. 0111-6  
Aug.

PARTIAL WAIVER/RELEASE OF LIEN FORM (CONNECTICUT)

TO ALL WHOM IT MAY CONCERN:

WHEREAS, Builders Resource Inc. (the "Trades Contractor"), has entered a Subcontract or other Agreement with CORESLAB STRUCTURES (CONN.) INC. to perform Work consisting of the furnishing of labor, materials, services, equipment and/or machinery for the project known as Mod Haven located at Bronx, NY ("Project"); and

WHEREAS, the Trades Contractor has submitted to Coreslab Structures (Conn.) Inc. a progress payment requisition dated 8-29-06 in the amount of \$ 954,583.00 for Work performed on the Project during the period 8-1-06 to 8-31-06.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Trades Contractor hereby waives, releases and forever relinquishes any and all claims, demands, liens, and/or right(s) of action, whether legal or equitable, against the above Project and any bond related to the Project, the Owner and Coreslab Structures (Conn.) Inc. for and on account of and all labor, materials, services, equipment, and/or machinery furnished by or through the Trades Contractor for the Project, it being understood, however, that this waiver and release will be effective (1) upon Trades Contractor's receipt of the payment for which this Release is given and (2) in the amount of \$ 3,492,371 (total contract payment made through the date hereof including the enclosed requisition).

In consideration of the payment sought hereby, the Trades Contractor represents and warrants that all labor, material, services, equipment and/or machinery used or provided by or through the Trades Contractor or its sub-subcontractors, suppliers and/or materialmen through the date hereof have been paid for in full, including taxes of every description, except for the following in the specific amounts set forth:

Address, phone #, contact name of unpaid  
sub-subcontractor, materialmen or supplier

Total Amount Owning

None

Sub-subcontractor and/or material supplier Waiver/Release of Lien forms from/for each and every sub-subcontractor and/or material supplier which has not been previously submitted to Coreslab Structures (Conn.) Inc. is attached hereto. The Trades Contractor certifies the validity of the signature on each Waiver/Release of Lien.

Further, the Trades Contractor shall hold harmless, protect and indemnify Coreslab Structures (Conn.) Inc., any Surety, the Owner, and the Project against any claims, demands, liens, and/or rights of action, whether legal or equitable which have accrued or may accrue concerning the labor performed or materials, services, equipment and/or machinery supplied by or through the Trades

SMC110814

**CORES LAB.**  
**STRUCTURES**  
(CONN) INC.

Contractor as of the date hereof including any guarantees or warranties.

I Steve Aillard being the CEO of Builders Resource Inc.  
being duly sworn, acknowledge the foregoing on this 30th day of August 2006  
and certify that this is a true and accurate statement intending to induce Corelab Structures (Conn.)  
Inc. to rely on the statements and certifications contained herein. This waiver and release shall be  
binding upon the successor, assigns, heirs, administrators and executors and trustees of the Trades  
Contractor.

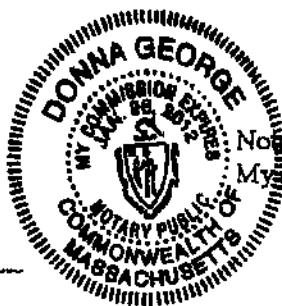
By: [Signature]  
Steve Aillard

(Signature of Subcontractor, Supplier, or  
Materialman)

Massachusetts  
STATE OF CONNECTICUT

COUNTY OF Worcester ss:

Subscribed and sworn to before me this 30th day of August 2006 under the  
penalty of false statement.



Notary Public  
My commission expires 1/29/2012

[Signature]